



The Corporation of the Town of Fort Frances By-Law 55-26

Being a By-Law to approve an updated Memorandum of Understanding with the Fort Frances Public Library Board with respect to 601 Reid Avenue and repeal By-Law 55-10.

WHEREAS Section 9 of the *Municipal Elections Act, S.O. 1996 c. 32 as amended*, grants a municipality the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

WHEREAS on July 13, 2026 Council approved a recommendation from the CAO that an updated Memorandum of Understanding as proposed by Town Administration be entered into with the Fort Frances Public Library Board;

NOW THEREFORE be it resolved that the Council for the Corporation of the Town of Fort Frances **HEREBY ENACTS** as follows:

1. THAT the Mayor and Clerk be authorized on behalf of the Town to execute and affix the Corporate Seal of the Town to the Memorandum of Understanding with the Fort Frances Public Library Board in the form of Schedule "A" attached to and forming part of this By-Law.
2. THAT By-Law 55-10 is hereby repealed;
3. THAT this By-Law shall come into force and take effect upon the final passing thereof.

ENACTED and **PASSED** this 10th day of August, 2026.


Chelsea Greig, Municipal Clerk


Andrew Hallikas, Mayor





MEMORANDUM OF UNDERSTANDING

Between

The Corporation of the Town of Fort Frances
(hereinafter referred to as the "Town")

-and-

The Fort Frances Public Library Board
(hereinafter referred to as the "Board")

WHEREAS the Town is a municipal corporation incorporated pursuant to the provisions of the Municipal Act, 2001, S.O., 2002, c.25 as amended;

AND WHEREAS the Board is a Public Library Board that has been established pursuant to the provisions of the Public Libraries Act, R.S.O., 1990, c. P.44 (hereinafter referred to as the "PLA") as amended;

AND WHEREAS the Town employs staff who have developed expertise in areas that include administration, human resources, financial services, information technology resources, building and facilities management;

AND WHEREAS the Board and the Town are committed to cost-effective delivery of services, avoiding unnecessary duplication of costs, collaborating to provide diverse programs and services, fostering community growth, and using staff and resources efficiently;

AND WHEREAS the Town and the Board wish to enter into a Memorandum of Understanding (MOU) to outline the services and supports agreed upon in providing library services to the public;

NOW THEREFORE THE TOWN AND THE BOARD HEREBY STATE AS FOLLOWS:

1. The Town and the Board hereby acknowledge:
 - a. The Town is an independent entity and separate from the Board and provides services to the residents of the Town pursuant to the provisions of the Municipal Act and related legislation;
 - b. The Board is an independent entity and separate from the Town, subject to the provisions of the PLA, and has been established to provide public library services to the residents of the Town;
 - c. The Board will present its proposed annual operating and capital budget to Council in the format requested (Public Libraries Act, R.S.O, 1990, c. P.44, s. 24.). The Board

- acknowledges and agrees that the Municipality has unfettered discretion to amend the proposed budget presented to it by the Board prior to approval.
- d. The Board is the sole employer of all Fort Frances Public Library Technology Centre (FFPLTC) employees, including the Chief Executive Officer (CEO);
 - e. The FFPLTC CEO does not have authority to direct Town staff. It is agreed that the CEO may directly approach the Town Management Team for assistance as appropriate to coordinate the services and supports identified in this MOU.
 - f. Minutes of the Board are presented to Town Council for information only.
2. The Town assumes ownership and responsibility for 601 Reid Avenue under the following conditions:
- a. That 601 Reid Avenue be provided to the Board for the sole use as the FFPLTC as long as deemed necessary by the Board. No facility rental fees will apply.
 - b. That the Town provide outdoor maintenance services, including snow removal from the parking lot and sidewalks, parking lot cleaning and painting, grass cutting and garbage disposal. The Board will be responsible for watering and weeding the gardens. Costs for these services will be allocated to the FFPLTC's cost centres, except for grass cutting and garbage disposal. To achieve savings, these services will primarily be provided by Town employees. Snow clearing/removal, lighting and parking lot cleaning costs will be allocated to the Board based on the number of parking spaces attributed to the FFPLTC's building occupancy (37 of 105 parking spaces, or 35%, in the southeast parking lot adjacent to the FFPLTC), with the remaining costs allocated to the Memorial Sports Centre.
 - c. That the Town provides adequate liability, Board errors or omissions, and property insurance as part of the municipal insurance package and provides detailed information to the Board. Moveable assets (including furniture and equipment) of the Board included in the municipal insurance packages are for the sole use of the FFPLTC and the purchase, sale, or disposal of these assets is the responsibility of the Board.
 - d. That the Town will provide maintenance to the building, including all mechanical, electrical, plumbing, and heat recovery systems. Associated maintenance costs will be allocated to the Board. Except for warranty-related work, all maintenance and repair services will be carried out by Town contracted firms, with the related costs likewise allocated to the Board.
 - e. That the FFPLTC CEO will work with the Town Community Services and Facilities Manager to ensure that the FFPLTC electrical meter reading is submitted to the Town Treasury Department on or about the first day of each month.

- f. That the Town will be responsible for funding major capital expenditures related to the library building, including but not limited to windows, flooring, roofing, HVAC systems and other significant building infrastructure. To support these expenditures the Town will maintain a dedicated library reserve account, which will be funded annually through transfers approved as part of the library's operating budget. The FFPLTC CEO will work with relevant Town departments in determining the amount transferred as part of an asset management plan. In addition, any year-end surplus from the library operating budget will be transferred to the library reserve account. Any interest earned will be reconciled within the account on a yearly basis. The year-end reserve account report will be sent to the Board.
- g. That all financial matters outlined in *Appendix 01* will be performed by the Town Treasury Department. The FFPLTC CEO will work with the Town Treasurer to ensure a smooth and open procedure.
- h. That the staff of the FFPLTC will be expected to be familiar with their information technology (IT) systems and will be able to perform installations, updates, maintenance, routine operations and basic troubleshooting including accessing software support from vendors who have provided systems. The Town will provide IT support to the Board and staff regarding Town IT resources including connectivity and communications, digital storage, hardware, and software that is used in common by other Town divisions. These Town IT resources shall always be under the direction and control of the Town. The Town will provide IT support services when non-routine issues arise that FFPLTC staff have not been able to resolve. The FFPLTC IT Coordinator will be available to assist the Town IT Department as needed subject to reasonable scheduling and availability.
- i. That the Town's Human Resources Department shall provide advisory and administrative support, as required, to the Board and FFPLTC CEO on matters relating to human resources management, including but not limited to compensation and benefits administration, labour relations, employee relations, recruitment and selection, training and development, occupational health and safety, policy administration, and compliance with applicable legislation. The FFPLTC CEO shall retain responsibility for the overall management and supervision of all FFPLTC staff and related human resources functions.
- j. That the Town will provide shared access to a designated vehicle to support the operational needs of the FFPLTC. Use of the vehicle shall be scheduled in advance through mutual coordination to prevent conflicts and ensure availability. The Town will retain responsibility for all vehicle maintenance and insurance. Fuel costs

associated with local use will be calculated by the Town Treasury Department based on a usage log maintained by FFPLTC staff and the annual CRA mileage rate. Fuel costs incurred for travel outside of the Rainy River District will be the responsibility of the Board.

- k. That the Board will make the Shaw Community Hub available for use to all Town Divisions at no cost. Similarly, the Town agrees to make its facilities available for Board/FFPLTC use at no cost. Access by both Parties will be subject to reasonable scheduling and availability.
 - l. That the FFPLTC CEO will work with the Town Community Services and Facilities Manager to coordinate programming and avoid unnecessary duplication of services. Ongoing communication and shared planning will ensure that programs complement rather than compete with one another. This coordinated approach will maximize community benefit and make efficient use of resources.
 - m. That the Board will not charge Town employees a non-residency fee, regardless of where the employee resides. Program fees may be charged at a rate equivalent to resident patrons.
- 3. The Town and the Board hereby agree that this MOU will come into effect as of the date signed and will be reviewed after five (5) years.
 - 4. The Town and the Board hereby agree that either party to this MOU may terminate the MOU upon providing to the other party no less than six months prior written notice, including a motion of Council or the Board, of its intention to terminate this MOU.
 - 5. The Town and the Board acknowledge that the Town Chief Administrative Officer (CAO) and the FFPLTC CEO each have the authority to execute this MOU on behalf of the Town and the Board respectively and also have the authority to make such amendments to this MOU as may be necessary including the authority to terminate this MOU in accordance with the provisions of paragraph 4.

MOU Between the Town of Fort Frances and the Fort Frances Public Library Board

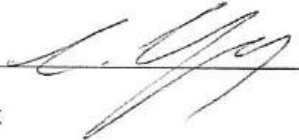
Signed in Fort Frances on: August 28/2026



Mayor



Library Board Chair



Clerk



Library CEO

Appendix 01

MEMORANDUM OF UNDERSTANDING

Between

The Corporation of the Town of Fort Frances

(hereinafter referred to as the "Town")

-and-

The Fort Frances Public Library Board

(hereinafter referred to as the "Board")

Financial Services Provided by the Town to the Board

The Town annually reviews and approves a funding allocation to the Board for the provision of public library services to the Town of Fort Frances. As such, once the allocation is approved by Council, the funds then come under the control of the Board in accordance with the Public Libraries Act, R.S.O. 1990, Section 24. In addition to this funding, the Town provides the following financial services:

- Payroll Administration, including all payroll related activities, benefit administration and pension requirements
- Accounts Payable
- Accounts Receivable
- Banking/Cash Management/Investment Services
- Annual Budget administration, including preparation and assistance within Board approved budget lines
- Annual Audit requirements, including Financial Statements
- Credit Card administration
- Access to the accounting system for the FFPLTC CEO to provide Monthly* Reports for the Board's review (*or as required)
- Insurance
- Official Income Tax Receipts for Donations to the Library
- HST remittance and reconciliation
- Grant application/submission assistance for grants pertaining to Municipal Services or those using the Town's Business Number
- Maintenance of Library Reserve and Board Reserve Fund Accounts